

| | |
|----------------------|---------|
| USDS SDNY | Baer, J |
| DOCUMENT | |
| ELECTRONICALLY FILED | |
| DOC #: | 1/3/11 |
| DATE FILED: | 1/3/11 |

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK

-----X
HARTFORD LIFE INSURANCE COMPANY,

Civ. Act. No.
10-cv-7439(HB)

Plaintiff,

-against-

**STIPULATION AND
ORDER**

PHILIP DANISHEFSKY, *individually, and as Trustee of
the Shele D. Covlin 2001 Trust Dated 7/2/01*; RODERICK
B. COVLIN, ANNA VICTORIA COVLIN (minor), and
MYLES COVLIN (minor),

Defendants.

-----X

IT IS HEREBY STIPULATED AND AGREED, by and between the undersigned counsel for
all parties, that this Court has both personal and subject matter jurisdiction over this action;

IT IS FURTHER STIPULATED AND AGREED that pursuant to FED. R. CIV. PROC. Rule
22 and FED. R. CIV. PROC. Rule 67, Plaintiff Hartford Life Insurance Company ("Hartford") shall
deposit the \$1,000,000 in proceeds payable as a result of the death of Shele Covlin (the "Decedent")
under a Flexible Premium Variable Life Insurance policy designated as policy number VL9313541
(the "Policy") , plus applicable interest accruing up to and including December 23, 2010, which
totals \$1,029,416.28 (collectively, the "Proceeds"), into the registry of the court in an interest
bearing account within fourteen (14) days of the date of this Order;

IT IS FURTHER STIPULATED AND AGREED that pursuant to Rule 67.1(b)(2) of the
Local Rules of Civil Procedure for the United States District Court for the Southern District of New
York, the Clerk of the Court may deduct from the income on the investment a fee equal to ten per
cent (10%) of the income earned, but not exceeding the fee authorized by the Judicial Conference of
the United States and set by the Director of the Administrative Office;

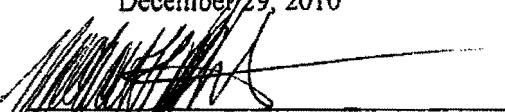
IT IS FURTHER STIPULATED AND AGREED, that Hartford waives any claims to the Proceeds; that Hartford is discharged from any further liability in connection with the claims asserted by the defendants herein to the Proceeds, and all claims and counterclaims that have been or that could have been asserted by the defendants against Hartford in this action are hereby dismissed with prejudice;

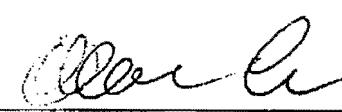
IT IS FURTHER STIPULATED AND AGREED that upon payment of the Proceeds this action will be dismissed with prejudice as against Hartford;

IT IS FURTHER STIPULATED AND AGREED, that each of the defendants be restrained and enjoined from instituting, prosecuting or maintaining, directly or indirectly, any claim or action of any type or kind against Hartford arising from or in any manner connected with the Policy, the Death Benefit thereunder, and/or their respective claims for payment of some or all of such Death Benefit; and

IT IS FURTHER STIPULATED AND AGREED that the District Clerk shall issue a check to Hartford Life Insurance Company in the amount of \$6,092 out of the interpled funds deposited with the District Clerk for costs of suit incurred herein and reasonable attorney's fees.

Dated: New York, New York
December 29, 2010


Michael H. Bernstein (MB-0579)
Elizabeth R. Chesler (EC-1981)
SEDGWICK, DETERT, MORAN & ARNOLD LLP
Attorneys for Hartford Life Insurance
Company
125 Broad Street, 39th Floor
New York, New York 10004
(212) 422-0202

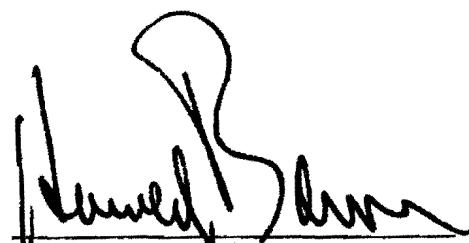

Harris N. Cogan, Esq.
Blank Rome LLP
Attorneys for Philip Danisbafsky
The Chrysler Building
405 Lexington Avenue
New York, NY 10174
(212) 885-5000



Philip Anthony DeCaro
DeCaro & DeCaro
Attorneys for Anna Victoria Covlin, Myles
Covlin, and Roderick B. Covlin
480 Mamaroneck Avenue
Harrison, NY 10528
914-835-6200

SO ORDERED:

Dated: New York, New York
January 3, 2011



Hon. Harold Baer Jr.
United States District Judge

